

Interlocal Agreement
Equal Employment Opportunity
Affirmative Action Services

THIS AGREEMENT, made and entered into this 27th day of July, 1982, by and between the city of Lincoln, Nebraska, hereinafter referred to as "city," and the county of Lancaster, Nebraska, hereinafter referred to as "county," for the purpose of providing affirmative action services to the county.

WHEREAS, the parties hereto are governmental and political subdivisions of the state of Nebraska, and are public agencies for purposes of Neb. Rev. Stat. §23-2201 et seq.; and

WHEREAS, Neb. Rev. Stat. §23-2207 provides that a public agency may contract with another public agency to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the city maintains an equal opportunity office, hereinafter referred to as "equal opportunity office," capable of providing necessary affirmative action services to the county; and

WHEREAS, it would be in the best interests of the city and the county to cooperate in the provision of affirmative action services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the city and the county agree as follows:

I. The city, through its equal opportunity office, shall provide to the county all equal employment opportunity and affirmative action services set forth in the equal employment opportunity and affirmative action program of Lancaster county, Nebraska, exhibit "A" hereto attached, that are not required to be provided by the city-county personnel department.

II. The city shall bill the county quarterly for the actual time of the city's affirmative action officer and his staff at the rate of one and one-half (1 1/2) times the actual salary expense of said officer and his staff in the performance of the above-described duties for the county, and the county shall pay said amount to the city within thirty (30) days after receipt of the bill for such services. City shall provide to the county, upon its request, all documentation evidencing work performed under this agreement. No payment will be made for work performed pursuant to this agreement if city refuses to provide said documentation in a timely manner.

III. This agreement may be amended at any time in writing signed by all parties hereto.

IV. This agreement shall remain in full force and effect from the date of execution by all parties hereto until terminated by either party by giving to the other party no less than thirty (30) days advance written notice of termination. Such notice shall be served upon the appropriate official. In the event of termination of this agreement, city shall return all county property and documentation in its possession incident to this agreement and county shall pay city for any unpaid services rendered and properly payable under the terms of this agreement. (City Resolution A-68271; adopted August 2, 1982; Executed by County Board July 27, 1982).